

AI VENDING User Agreement

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Preamble

Wuhan Haha Bianli Science and Technology Co., Ltd. and its affiliated companies ("we", "us", or "our") hereby reminds you to read and understand this User Agreement (the "**Agreement**"). This is a legal agreement between the account users ("**you**" or "**your**") and us which governs your use of AI VENDING (the "**Product**") and its services therein and any other related website or online offering whether accessed via a computer or a mobile device or through any other manner or means (hereinafter collectively referred to as the "**Services**"). For proper use of the Product and its services, please read carefully and fully understand the Agreement herein before your use, and please also read our *Privacy Policy*.

1. Acceptance of this Agreement

- (1) Please make the choice you deem appropriate before using this product/service, if you do not agree to this Agreement, you may not access or use the Product and its Services.
- (2) To improve your user experience or enhance product safety performance, we will continue to work hard to develop new features and provide you in a timely manner with software updates (including but not limited to software version upgrades, modifications, and functional perfection) or repairs. We may reserve the right to modify this Agreement as necessary in accordance with applicable laws and regulations. The updated Agreement shall supersede the original Agreement and shall come into effect after the expiration of the period stipulated by applicable law. If there is no special provision in applicable laws, the Agreement shall become effective on the date of renewal. If you continue to access or use the Services, you will be deemed as you have read and agreed to be bound by the updated Agreement. If you do not accept the updated Agreement, please stop using the Services.

2. Eligibility

- (1) To be eligible to register to use the Product, you must be the age of majority in your jurisdiction.
- (2) By creating an account and using the Services, you represent and warrant that: (1) you can legally enter into a binding contract under the laws of your home country; (2) you are legally permitted to use the Product by the laws of your home country; (3) you will comply with this Agreement and all applicable local, state, national and international laws, rules and regulations.

3. Your Use of the Product

- (1) **You agree that you are solely responsible (to us and to others) for the activity conducted in connection with the Product (especially for the uploading content provided by you).**

- (2) We reserve the right to suspend your right to use the Product at any time, including if you have failed to comply with any of the provisions of this Agreement, or if activities occurring in the course of your use of the Product, in our sole discretion, would or might cause damage to or impair the Services of AI VENDING or infringe or violate any third-party rights, or violate any applicable laws or regulations.

4. Permitted License Uses

Subject to this Agreement, we grant you a non-exclusive, non-sublicensable, personal, revocable, limited license to access and use the Services.

5. Services Introduction

- (1) The main Product functions are to provide device activation, device operation and replenishment, inventory management, order management, customer support and complaint handling, device monitoring and configuration services.
- (2) The functions of the Product mentioned above may be changed along with Product upgrading, and such functions displayed on the Product interface shall prevail.
- (3) The specific content, functionality and form of the software are provided by us in its actual and visible state, and we have the right to determine the specific content, functionality and form of the software service in our sole discretion (for example, we may only provide it in a specific language in a specific country or region) and to add, change, discontinue and stop the specific content, functionality and form of the software in our sole discretion. The content, functionality and form of the Services will be determined by the Services as it is presented in real-time.
- (4) You acknowledge and agree that the data generated through the use of the Product may be processed and stored by us or third-party contractors and suppliers by us. For more information about how we process data, please refer to our ***Privacy Policy***.
- (5) You understand and agree that the Product may be suspended or stopped by us based on our own business development or as required by judicial, regulatory and supervisory authorities.
- (6) Unless permitted by applicable law and with our written authorization, you may not use or otherwise export or re-export this Product and Services.
- (7) If you use other software or services provided by or on behalf of us, separate terms and conditions will apply to that software or service.

6. Intellectual Property Ownership

- (1) We are the owners of the intellectual property rights to the Product or have obtained rights to use from third parties where third-party components are embedded in the Product. All intellectual property rights such as copyright, trademark, patent, trade secret, etc. of the Software and all information contents related to the Services (including but not limited to text, pictures, audio, video, graphics, interface design, layout frame, relevant data or electronic documents, etc.) are protected by the laws and regulations of the Peoples Republic of China and corresponding international treaties or other applicable laws.
- (2) You shall not implement, exploit, or transfer the above intellectual property rights by yourself or license any third party for any commercial or non-commercial purpose without the written consent of us or the relevant right holder.

7. Restrictions on Usage

- (1) **You must not and must not permit, authorize or assist any other person, to:**
 - (a) reverse engineer, decompile or disassemble the Product;
 - (b) create derivative works of the Product;
 - (c) modify (or disable) any security, encryption or privacy-protection software or technology included in the Product; or
 - (d) modify any resource compiled inside the program file of the Product.
- (2) Each version of the Product is licensed for use as a single product, and you must not use a component separately from any other component.
- (3) **We reserve all rights in relation to the Product and related Services. You must not exercise any rights not expressly set out in this Agreement in relation to the Product and related services without our prior written consent.**
- (4) You must:
 - (a) comply with the terms of the Agreement;
 - (b) not and must not permit, authorize or assist any other person to use Product to display, access or transmit any information which results in you, us or a third party breaching any law;
 - (c) not and must not permit, authorize or assist any other person to:
 - remove or interfere with any copyright notices or digital rights management Product or restrictions (including territorial) connected to Product;
 - tampers with, hinders the operation of or makes unauthorized modifications to Product;
 - use Product in a way which inhibits any other user from using Product or places an unacceptable or excessive burden on Product or any system which hosts or interacts with Product;
 - use Product in a way which breaches any law;
 - use Product in a way which infringes the intellectual property rights or other rights of any other person;
 - use Product in a way which misleads or deceives;
 - enter a computer information network or use computer information network resources without permission;
 - delete, modify or add computer information network functions without permission;
 - lease, lend, link, reprint, compile, pose, publish, or engage in other unauthorized uses of Product including to develop other products, works, services, packages, plug-ins, compatibility, and interconnection arrangements; or
 - destroy normal functions of the Product and intentionally disseminate destructive information such as computer viruses.

8. Use of Personal Information

When you are using the Services, we may need to collect personal information to provide you with the Services. We pay great attention to the protection of your personal information and have made the Privacy Policy which states detailed information about the way we collect, use, store, transfer and disclose your personal information. You may

refer to the details of the "**Privacy Policy**", which forms an integral part of this Agreement.

9. Upgrades

- (1) In order to better provide you with the Services and to guarantee the security of the Services, we may update the Product from time to time (including but not limited to software modification, software upgrades, partial function disabling, function strengthening, new services development, software replacement and function improvement).
- (2) To facilitate your experience of the better Services of the Product, and in compliance with applicable laws, we may enable automatic upgrade and update functions for you by default. In case of such updates, we will notify you in an appropriate manner (including but not limited to system notifications, announcements, etc.), and you have the right to choose whether to accept the updated version.

10. Performance of the Product

- (1) **To the fullest extent permitted by applicable laws and regulations, we give no guarantee that the Product will be error-free.**
- (2) If a service or software is provided by a third party, you will need to abide by the third party's terms and conditions in addition to complying with this Agreement. **We are not responsible for the use of, access to or performance of any service or software provided by the third party (including but not limited to the services, software and content provided by the third party to which you are redirected through the Product). We do not guarantee the security, accuracy or validity of the services, software and content provided by a third party. If you use services or software provided by a third party, you will be responsible for managing these risks.**
- (3) We will not be liable for any failure or delay in the performance of its obligations under this Agreement or the non-availability or poor performance of the Product to the extent such failure or delay is caused by a circumstance, not within our reasonable control including acts of God, war, riot, strikes or labor disputes, fire, flood, or natural disaster, accidents, traffic events and electrical supply failures ("**Force Majeure Event**"). If a Force Majeure Event occurs, we will take reasonable steps to avoid any disruptions to your normal use of the Product.

11. Cancellation

- (1) We may immediately suspend or restrict access to the Product or terminate this Agreement if:
 - (a) You are in breach of the terms of this Agreement;
 - (b) We are not able to provide the Product to you due to a Force Majeure Event;
- (2) Termination or expiry of this Agreement will not affect any rights or obligations of either party which accrued prior to termination. **Once it is terminated, we will continue to retain the information you stored in the Product according to the requirements of applicable laws and regulations and delete the information generated during your use of the Product in our database in a reasonable period. You agree that, to the fullest extent permitted by applicable law, we**

shall not be liable to you for such deletion.

- (3) Our rights under clause 11(2) shall be exercised:
 - (a) in a manner that is reasonable; and
 - (b) to the extent possible, after providing reasonable prior notice to you.

12. Indemnification

You will indemnify, release and hold harmless us, our parent, subsidiaries and affiliates, and all officers, directors, agents and employees thereof, and any party acting on our behalf, from and against any and all third party claims, actions, liabilities, losses, damages, judgments, costs and expenses, including reasonable attorneys' fees (collectively, "**Claims**") arising out of (i) any breach of this Agreement by you; or (ii) any violation of any laws, regulations or the rights of any third party by you.

13. Disclaimer and Limitation of Liability

- (1) **The Product is not compatible with all software and hardware systems. we do not guarantee that the Product will be continuously available or error-free. In the event of incompatibility and errors in the Product, you can contact our technical support team. If there is a compatibility issue that cannot be resolved, you may be required to delete the Product.**
- (2) **To the fullest extent permitted by applicable laws and regulations, we will not be liable (whether in contract, tort (including negligence), or otherwise) for any form of indirect or consequential loss or damage, loss of profits, loss of business, loss of revenue, loss of data, loss of goodwill, loss of opportunity or loss of anticipated savings or any other economic loss arising out of or in connection with this Agreement or the Product.**
- (3) **To the fullest extent permitted by applicable laws and regulations, our liability under this Agreement is limited to the amount paid or payable by you to us in the 12-month period.**

14. Governing Law and Dispute Resolution

- (1) This Agreement applies the laws of the People's Republic of China.
- (2) Each party submits to the exclusive jurisdiction of the courts of the People's Republic of China.
- (3) Parties must first attempt to resolve any dispute arising from or in connection with this Agreement by negotiating in good faith. **If negotiations are not successful, either party may commence legal proceedings in the jurisdiction where Wuhan Haha Bianli Science and Technology Co., Ltd. are located.**

15. Assignment

- (1) We may assign any or all of our rights or may novate its rights and obligations under this Agreement without your consent.
- (2) You may not assign, novate or transfer any of your rights or obligations under this Agreement without our prior written consent.

16. Miscellaneous

- (1) If any provision of this Agreement is wholly or partially invalid or unenforceable for any reason or is in violation of any applicable law or regulation, that provision is deemed removed and the remainder of the Agreement will continue to be valid and

binding.

- (2) We may revise this Agreement at any time and will use reasonable efforts to notify you of any important changes made to this Agreement by appropriate method. Your continued use of the Service after our relevant notification will constitute your acceptance of such changes. If you do not agree with any changes, please refrain from using the Service.
- (3) A notice under this Agreement must be in writing and given to its recipient entity. In addition, in the case of we giving notice to you, by posting the notice within your account on the Product, in each case the notice will be regarded as received 4 hours after sending or posting (as applicable) or if it is sent or posted on a weekend or public holiday in the location of the recipient entity on the first day that is not a weekend or public holiday.
- (4) A provision of this agreement, or right, power or remedy created under it, may not be varied or waived except in writing.
- (5) The rights, powers, and remedies of a party provided in this agreement are cumulative with, and not exclusive of, any right, power, or remedy provided by law.

If you have any questions about this Agreement or would like to obtain any information relating to the Product, please contact us using the details provided below.

Service and support: service@hahavending.com

Mailing Address: No. 8 Guannan Yuan 4th Road, Wanqili Science and Innovation Center (Mayinglong Industrial Park), Building B, Room 301, Donghu New Technology Development Zone, Wuhan, Hubei Province, China

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